

AGREEMENT ESTABLISHING ACCESS AND MAINTENANCE RULES  
FOR TELECOMMUNICATION MONOPOLE FACILITY  
LOCATED AT REDGATE GOLF COURSE

This Agreement is entered into this 10 day of October, 2003, for the benefit of the Mayor and Council of Rockville (the "City"), by and among Sprint PCS d/b/a APC Realty and Equipment Company, LLC ("APC"), AT&T Wireless Services, Cingular of the Mid-Atlantic, Inc. Wireless, Nextel Communications, and Washington DC SMSA Limited Partnership d/b/a Verizon Wireless (collectively, the "Carriers"), and Crown Atlantic Company, LLC ("Crown" or the "Facility Owner") to govern access and maintenance to the telecommunication monopole facility located at the Redgate Golf Course 14500 Avery Road, Rockville, Maryland (the "Facility"). The Carriers and the Facility Owner hereby agree to abide by the following rules regarding access and maintenance to the Facility:

1. Access to the Facility for ordinary maintenance by any Carrier shall be between the hours of 6:00 AM and 10:00 AM Monday through Friday. If arrival is prior to 7:00 AM, Carrier is to re-lock entry gate.

2. Access to the Facility by all Carriers for ordinary maintenance shall be limited to a total for all Carriers of ten (10) visits per month, except for emergency visits and major equipment replacement. An emergency visit is defined as one necessitated by material system failure of the particular Carrier at the Facility and not mere ordinary maintenance. The affected Carrier shall notify the Golf Course Superintendent or other designated City/Golf Course official of such an emergency or need for major equipment placement by phone or in person. Ordinary maintenance shall be performed by an employee of the particular Carrier or, if work is to be performed by a third party

contractor, the particular Carrier must have an employee present at all times when such third party contractor is performing any work.


3. Personnel performing maintenance shall access the Facility from a parking area to be designated by the Golf Course Superintendent or his/her designee. No maintenance vehicle, whether motorized or non-motorized, shall be allowed to access the Facility via the golf cart path unless transporting heavy tools, parts, equipment or other items is required or unless weather conditions are adverse. If it is necessary to bring a maintenance vehicle to the Facility, access shall be via the golf cart path and the Golf Course Superintendent shall be notified at least 24 hours in

**EXCEPT IN CASE OF EMERGENCY.** advance of such visit. No maintenance vehicle shall be parked on the golf cart path or travel over unpaved areas except for parking in the unimproved area between existing tree vegetation to the left of the Facility as shown on Attachment "A" ("parking area").

APC will install a stone parking surface in said parking area.

4. APC will screen the Facility by installing redwood slats through the chain link fence and will landscape the area in front, and on the right side, of the Facility, including the phone pedestals, electrical transformers and cabinets, with shrubs or other vegetation approved by the City. The area to be landscaped is shown on Attachment "B". In no event shall any existing trees be removed.

5. Crown and each Carrier will designate a contact person for all interested parties to reach concerning any issue relating to the Facility, and will provide the Golf Course Superintendent with said contact person's name, telephone number, wireless phone number, pager number, and e-mail address.

\* INITIALS:  
  
 Sandy Johnson  
 VSW

6. The parties hereto agree to annually review with the City the foregoing rules and each Carrier's compliance therewith in order to consider possible modifications of the rules and any actions reasonably necessary to assure compliance therewith.

7. In any dealing with PEPCO or other utility relating to the Facility, each Carrier will instruct PEPCO or such other facility to notify the Golf Course Superintendent BEFORE making any changes and/or additions to the size or location of the utility's equipment at, in, near, or adjacent to the Facility.

[Signature page to follow]

SPRINT PCS

d/b/a APC REALTY AND EQUIPMENT COMPANY, LLC

By: 

~~John Dimock~~

**Don Mueller**  
**Northeast Region**

Its: ~~Site Development Manager, Capital~~  
**Director of Site Development**

AT&T WIRELESS PCS, LLC, a Delaware Limited Liability Company  
by and through its manager, AT&T WIRELESS SERVICES, INC.,  
d/b/a AT&T WIRELESS

By: 

~~Timothy C. Brenner~~

Its: System Development Manager

CINGULAR WIRELESS

By: 

Carolyn Mitchell

Its: Manager, Real Estate

NEXTEL COMMUNICATIONS

By: \_\_\_\_\_

Eric Ellis

Its: Site Acquisition Manager

SPRINT PCS  
d/b/a APC REALTY AND EQUIPMENT COMPANY, LLC

By: \_\_\_\_\_  
John Dimock

Its: Site Development Manager, Capitol District

AT&T WIRELESS SERVICES, LLC, a Delaware Limited Liability Company by and  
through its manager, AT&T WIRELESS SERVICES, INC., d/b/a AT&T WIRELESS

By: \_\_\_\_\_  
Timothy Brenner

Its: System Development Manager

CINGULAR WIRELESS

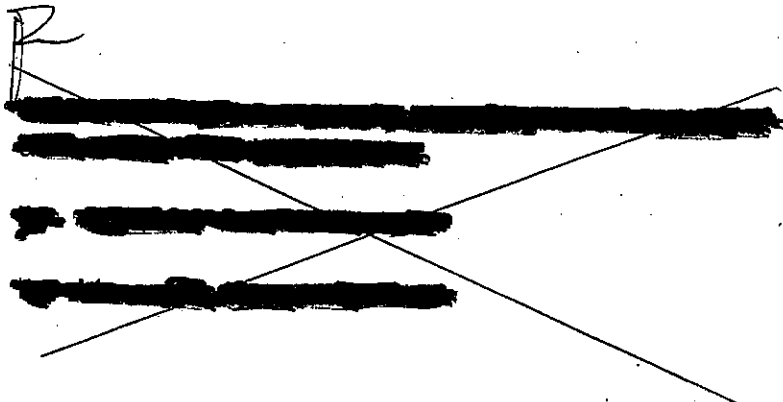
By: Carolyn Mitchell  
Carolyn Mitchell

Its: Manager, Real Estate

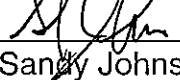
NEXTEL COMMUNICATIONS OF THE MID-ATLANTIC, INC.

By: Eugene M. Noel, III  
Eugene M. Noel, III

Its: ~~Site Acquisition Manager~~ Senior Director, Site Development

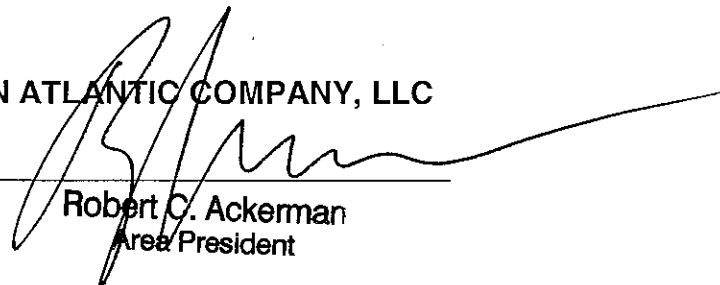
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**VERIZON WIRELESS**

By:   
Sandy Johnson

Its: Executive Director – Network

**CROWN ATLANTIC COMPANY, LLC**

By:   
Robert C. Ackerman  
Area President

Its: \_\_\_\_\_